

# THE COMMONWEALTH PLAN, INC.

2655 CAMPUS DRIVE, SAN MATEO, CALIFORNIA 94403

EXECUTIVE OFFICES

AREA CODE 415  
573-1200

June 6, 1988

Date 6/13/88  
rec'd 13  
ICC Washington, D. C.

RECORDATION NO. 6575 C Filed 6/13/88

Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

JUN 13 1988 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

Attention: Mrs. Mildred Lee, Room 2303

Re: Railroad Equipment Leasing Agreement, dated April 13, 1972,  
by and between The Commonwealth Plan, Inc., as Lessor, and  
Southern Pacific Transportation Company, as Lessee

Gentlemen:

Please find enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, three fully executed and acknowledged original copies of Bill of Sale, dated as of April 30, 1987, from The Commonwealth Plan, Inc., as Lessor, to Southern Pacific Transportation Company, as Buyer.

In connection with the recording of the above referenced documents, please note the following information:

1. Name and address of Seller: The Commonwealth Plan, Inc., 2655 Campus Drive, Suite 200, San Mateo, California 94403.
2. Name and address of Buyer: Southern Pacific Transportation Company, Southern Pacific Building, One Market Plaza, San Francisco, California 94105
3. General description of equipment covered by Documents: 200,000 lb. capacity coiled steel railroad flatcars, AAR mechanical designation FMS, numbered SP 595500 through 595624, inclusive.
4. Previous filings with the Interstate Commerce Commission covering the Equipment:

Document

Recordation Date      Recordation Number

Railroad Equipment Leasing Agreement, dated as of April 13, 1972, by and between The Commonwealth Plan, Inc., as lessor, and Southern Pacific Transportation Company, as lessee

3/20/72

6575

Interstate Commerce Commission  
Washington, D.C. 20423

6/16/88

OFFICE OF THE SECRETARY

Gail Jackson  
Legal Assistant

The Commonwealth Plan, Inc  
2655 Campus Drive  
San Mateo California 94403

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/13/88 at 12:10pm, and assigned recordation number(s). 6575-C

Sincerely yours,

*Norita L. McGee*  
Secretary

Enclosure(s)

JUN 13 1988 - 1 10 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

Date: July 1, 1987

KNOW ALL MEN BY THESE PRESENTS:

That The Commonwealth Plan, Inc., a Massachusetts corporation (hereinafter called "Seller"), in consideration of the sum of Two Hundred Eighty Thousand Two Hundred Forty and 00/100 Dollars (\$280,240.00) the receipt whereof is hereby acknowledged in hand paid by Southern Pacific Transportation Company (hereinafter called "Buyer"), does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER AND DELIVER unto Buyer on an "as is, where is" basis, without warranties of any kind whatsoever (except for warranty of title as hereinafter provided), all of its right, title and interest in one hundred twenty five (125) coiled steel railroad flatcars, AAR mechanical designation FMS, numbered SP 595500 through 595624, inclusive (hereinafter called "Equipment"). TO HAVE AND TO HOLD the said Equipment unto the Buyer, its successors and assigns forever.

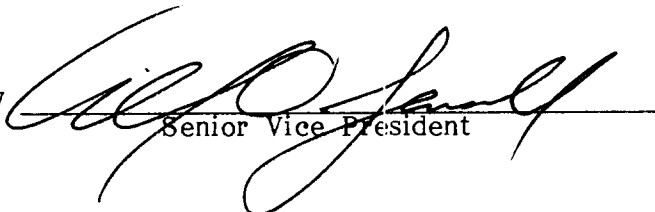
Seller warrants that such Equipment will be free and clear of all liens and encumbrances incurred by or against Seller.

The Buyer agrees and acknowledges that THE ACCEPTANCE OF THIS BILL OF SALE BY THE BUYER SHALL CONSTITUTE THE BUYER'S ACKNOWLEDGEMENT AND AGREEMENT THAT THE BUYER HAS FULLY INSPECTED SUCH EQUIPMENT, THAT THE EQUIPMENT IS OF THE MANUFACTURE, DESIGN, SPECIFICATIONS AND CAPACITY SELECTED BY THE BUYER, THAT THE BUYER IS SATISFIED THAT THE SAME IS SUITABLE FOR ITS PURPOSE, THAT THE SELLER IS NOT A MANUFACTURER OR ENGAGED IN THE SALE OR DISTRIBUTION OF EQUIPMENT, THAT THE SELLER HAS PURCHASED THE EQUIPMENT FROM VENDORS OF THE BUYER'S CHOICE, AND THAT THE SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, EXPRESS WARRANTY, IMPLIED WARRANTY, OR COVENANT WHATSOEVER WITH RESPECT TO MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, SUITABILITY OR FITNESS OF THE EQUIPMENT IN ANY RESPECT OR IN CONNECTION WITH, OR FOR ANY PURPOSE OR USE OF THE BUYER, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO.

IN WITNESS WHEREOF, Seller has caused these presents to be executed by its duly authorized officer and its corporate seal to be affixed hereto.

THE COMMONWEALTH PLAN, INC., Seller

By

  
Senior Vice PresidentFORM 100-100-100  
CNS  
Counsel  
Approved  
26

A C K N O W L E D G E M E N T

STATE OF CALIFORNIA )

SS:

COUNTY OF SAN MATEO )

BEFORE ME, on this day personally appeared William D. Sewall, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the Seller for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL this 6<sup>th</sup> day of June, 1988.

Vicki Butler  
Notary Public

My Commission Expires: Nov. 1, 1991

